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Electronically FILED by
Superior Court of California,
County of Los Angeles
10/11/2024 2:58 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Mercer, Deputy Clerk

7 Attorneys for Plaintiff WENDY VANESSA ROMERO,
individually and on behalf of all others similarly situated
8

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 WENDY VANESSA ROMERO, individually
12 and on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 THE GREEN ANT LLC AND TRINITY MA
16 INC. D.B.A. HAPPY LEAF COLLECTIVE;
and DOES 1 through 100,

17 Defendant(s).
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Case No. **24LBCV02218**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure To Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Violation of California Government Code §12940(j) – Sex Harassment
11. Violation of California Government Code § 12940 et seq. – Discrimination based on Sex
12. Violation of California Government Code § 12940 (h) - Retaliation
13. Wrongful Termination in Violation of Public Policy

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1 **RELEVANT PARTIES**

2 1. Plaintiff WENDY VANESSA ROMERO (“Plaintiff”) is an adult resident of Los Angeles
3 County, California, and was at all times relevant residing in Los Angeles County, California.

4 2. Defendants THE GREEN ANT LLC and TRINITY MA INC. d.b.a. HAPPY LEAF
5 COLLECTIVE (“Defendants”) are California a limited liability company and a California
6 corporation with principal places of business located in Los Angeles County, California. Defendants
7 are registered to and do conduct business in the State of California and are subject to the laws of the
8 State of California. All acts and omissions of Defendants employees as alleged herein occurred
9 while they were acting within the course and scope of their employment.

10 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
11 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
12 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
13 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
14 informed and believes, and based on such information and belief alleges, that each of the fictitiously
15 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
16 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
17 and Doe Defendants are collectively referred to as “Defendants”.

18 **JURISDICTION AND VENUE**

19 4. This action is properly filed in Los Angeles County because the acts and omissions that give
20 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
21 business in this County.

22 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
23 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
24 such conduct within Los Angeles County, California.

25 **FACTUAL ALLEGATIONS**

26 6. At all times relevant, Plaintiff was Defendants’ employee.

27 7. Plaintiff was employed by Defendants from September 1, 2022, until October 20, 2023.

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1 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
2 required to remain on call and on duty during meal breaks, and Plaintiff would frequently receive
3 work call to her personal cell phone from vendors and suppliers during meal breaks. Despite not
4 being provided with compliant meal breaks, Defendant did not pay premium pay for these missed
5 breaks at Plaintiff's regular rate of pay.

6 9. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was not
7 allowed to leave the work premises during rest breaks. Despite not being provided with compliant
8 rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of
9 pay.

10 10. Defendants failed to pay Plaintiff for all hours worked because Defendant required Plaintiff
11 to perform work off the clock for an average of five hours per week.

12 11. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly worked in
13 excess of eight hours in a day and 40 hours in a workweek while also performing work off the
14 clock, which therefore yielded an incorrect rate of pay for the hours actually paid.

15 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
16 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay
17 that Plaintiff earned when calculating Plaintiff's regular rate of pay.

18 13. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
19 required to purchase fish tank supplies in order to perform their work duties, but Defendants did not
20 reimburse Plaintiff for these expenses.

21 14. Defendants failed to provide Plaintiff with accurate wage statements because the wage
22 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
23 other things.

24 15. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
25 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
26 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

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1 16. In or around January 2023, Walter Truman, CEO of The Green Ant, LLC, began subjecting
2 Plaintiff to unwanted sexual advances and harassment. This conduct included flirting with Plaintiff,
3 sending text messages to Plaintiff asking her out on dates, and inappropriately touching Plaintiff.

4 17. The sexual harassment by Truman continued throughout Plaintiff's employment from
5 January 2023 until her resignation in October 2023.

6 18. Truman's inappropriate conduct was witnessed by other employees, including
7 Yoana, Eugene, the general manager, Brianna, a manager lead.

8 19. Plaintiff made complaints about the sexual harassment she was experiencing to Defendants.

9 20. Defendants took no action whatsoever to address Plaintiff's complaints of sexual harassment
10 or to prevent further harassment

11 21. The ongoing sexual harassment and Defendants' complete failure to address Plaintiff's
12 complaints created intolerable working conditions for Plaintiff.

13 22. As a result of the intolerable working conditions created by the sexual harassment and
14 Defendants' inaction, Plaintiff was forced to resign her employment in October 2023.

15 23. Plaintiff's resignation constituted a constructive termination due to the intolerable working
16 conditions created by Defendants.

17 **PAGA ALLEGATIONS**

18 24. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
19 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
20 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
21 action brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures outlined in Labor Code section 2699.3.

23 25. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
24 under PAGA after the following requirement have been met:

25 26. The aggrieved employee has provided written notice by online filing to the LWDA and by
26 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
27 Labor Code alleged to have been violated, including the facts and theories to support the alleged
28 violations; and

1 27. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
4 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
5 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
6 to any other penalties to which the employee may be entitled.

7 28. On March 4, 2024, Plaintiff provided written notice by online filing to the LWDA and by
8 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
9 by Defendants, including the facts and theories to support the alleged violations.

10 29. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
11 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
12 PAGA Penalties on behalf of all Aggrieved Employees.

13 30. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
14 and former, who were employed by Defendants within one year prior to March 4, 2024, through
15 final disposition of this action.”

16 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

17 31. On October 3, 2024, prior to initiating this complaint, Plaintiff filed with the California Civil
18 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
19 Retaliation against Defendant. On October 3, 2024, the CCRD issued a Notice of Case Closure and
20 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
21 order to enforce their rights under FEHA.

22 32. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
23 prerequisite to filing this action.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Compliant Meal Periods**

26 **By Plaintiff Against All Defendants**

27 33. Plaintiff incorporates by reference the paragraphs above.

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1 34. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
2 employee for a work period of more than five hours per day without providing the employee with a
3 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
4 without providing the employee with a second meal period of not less than 30 minutes”.

5 35. An employer provides compliant meal breaks to its employees “if it relieves its employees
6 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
7 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
8 1004, 1040 (2012)).

9 36. Not only must an employer affirmatively relieve its employees of all duty during their meal
10 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
11 (*Brinker*, supra).

12 37. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

13 38. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
14 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
15 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
16 11 Cal. 5th 858 (2021)).

17 39. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
18 break was missed.

19 40. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
20 penalties, attorney fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Compliant Rest Periods**

23 **By Plaintiff Against All Defendants**

24 41. Plaintiff incorporates by reference the paragraphs above.

25 42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
26 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
27 per four hours or major fraction thereof.

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1 43. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 44. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 45. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 46. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 47. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 48. Plaintiff incorporates by reference the paragraphs above.

17 49. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 50. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 51. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 52. Plaintiff incorporates by reference the paragraphs above.

27 53. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
28 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

54. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

55. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff Against All Defendants

56. Plaintiff incorporates by reference the paragraphs above.

57. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

58. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

59. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

60. Plaintiff incorporates by reference the paragraphs above.

61. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

62. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

63. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 64. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SEVENTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 65. Plaintiff incorporates by reference the paragraphs above.

7 66. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 67. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 68. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 69. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **EIGHTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 70. Plaintiff incorporates by reference the paragraphs above.

22 71. Defendants' conduct described herein constitutes unfair competition.

23 72. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 73. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 74. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 75. Plaintiff incorporates by reference the paragraphs above.

5 76. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 77. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 78. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 79. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 80. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 81. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 82. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 83. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 84. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
27 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
28 apply.

1 85. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
2 to Labor Code section 2699(g).

3 **TENTH CAUSE OF ACTION**

4 **Violation of California Government Code §12940(j) – Sex Harassment**

5 **By Plaintiff Against All Defendants**

6 86. Plaintiff incorporates by reference the paragraphs above.

7 87. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
8 force and effect and was binding upon Defendants and each of them.

9 88. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
10 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
11 physical disability, mental disability, medical condition" or "sex."

12 89. During their employment with Defendants, Plaintiff was subjected to numerous instances of
13 harassment based on their sex (described supra).

14 90. The harassment of Plaintiff was reported and known to Defendants.

15 91. Defendants failed to take immediate and appropriate corrective action.

16 92. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
17 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
18 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
19 symptoms.

20 93. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
21 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
22 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
23 the award of punitive and exemplary damages in an amount to be determined at trial.

24 94. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
26 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 et seq. – Discrimination based on Sex**
3 **By Plaintiff Against All Defendants**

4 95. Plaintiff incorporates by reference the paragraphs above.

5 96. Government Code § 12940(a) prohibits an employer from discriminating against an
6 employee in compensation or in terms, conditions, or privileges of employment because of the
7 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
8 condition" or "sex."

9 97. During their employment with Defendants, Plaintiff was subjected to discrimination based
10 on their sex.

11 98. Plaintiff was subjected to discrimination based on their sex (described supra).

12 99. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
13 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
14 below.

15 **TWELFTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 (h) - Retaliation**
17 **By Plaintiff Against All Defendants**

18 100. Plaintiff incorporates by reference the paragraphs above.

19 101. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
20 employee who opposes or makes a complaint for practices forbidden by FEHA.

21 102. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

22 103. Defendants retaliated against Plaintiff in violation of California Government Code §
23 12940(h).

24 104. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
25 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 105. Plaintiff incorporates by reference the paragraphs above.

5 106. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
8 engagement in protected activity.

9 107. Based on the actions described above, Defendants constructively Plaintiff for engaging in
10 protected activity.

11 108. Defendants' actions were in violation of California Public Policy.

12 109. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
13 will continues to suffer damages, as stated below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **First Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code section 226.7
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Second Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Reimbursement of all work-related expenses
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 226
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Penalties pursuant to Labor Code section 203
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Ninth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Tenth Cause of Action

- 12 1. Compensatory damages
13 2. Punitive damages
14 3. Attorneys' fees
15 4. Costs
16 5. Other relief the court deems proper

17 Eleventh Cause of Action

- 18 1. Compensatory damages
19 2. Punitive damages
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Twelfth Cause of Action

- 24 1. Compensatory damages
25 2. Punitive damages
26 3. Attorneys' fees
27 4. Costs
28 5. Other relief the court deems proper

1 Thirteenth Cause of Action

- 2 1. Back pay and front pay
- 3 2. Interest on the above amounts
- 4 3. Compensatory damages
- 5 4. Punitive damages
- 6 5. Attorneys' fees
- 7 6. Costs
- 8 7. Other relief the court deems proper

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10 DATED: October 3, 2024

FRONTIER LAW CENTER

11 /s/ Daniel Ginzburg

Daniel Ginzburg

12 Attorneys for Plaintiff

13 WENDY VANESSA ROMERO,

14 individually and on behalf of all others

15 similarly situated

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